

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

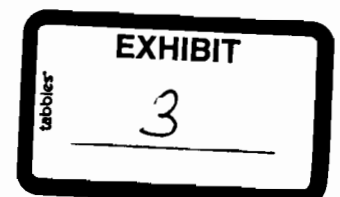
AIMEE SMITH,)
)
Plaintiff,)
)
vs.) CV-2:06-CV-00027-CSC
)
KENTUCKY FRIED CHICKEN,)
)
Defendant.)

AFFIDAVIT OF AIMEE SMITH

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

Before me, the undersigned authority, personally appeared Aimee Smith,
who, being by me duly sworn, deposes and says as follows:

1. This affidavit is given on the basis of the affiant having knowledge
pertaining to the operations of the KFC restaurant, 1965 Coliseum Blvd. in
Montgomery Alabama, during the time I was employed there.
2. I was the front line cashier for KFC at the above-named store from
March 2003 to November 2004.
3. I have reviewed Exhibit 1 attached to this affidavit.



4. I have never seen the document which purports to have my signature on it. It is not dated, nor is it correctly filled out.

5. I did not sign an agreement for arbitration, discrimination, cash and security, confidential information nor receipt of an employee handbook.

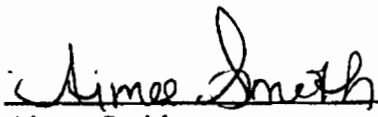
6. I did not see or hear of any other employee receiving an agreement for arbitration.

7. I never received employee handbooks and no one provided them afterward. We never even knew handbooks existed.

8. I have never agreed to arbitration with KFC and would not have signed a written agreement agreeing to arbitration. The arbitration documents were never discussed during my negotiations with the company before the EEOC while my charge was pending.

9. I did fill out an application when I was hired by KFC, but I do not know any person named "Thomas Harrell," who is listed as a reference on the application.

10. I did not sign an arbitration agreement when I applied to work at KFC.


Aimee Smith

SWORN TO AN SUBSCRIBED before me on this the 19th day of
March, 2006.

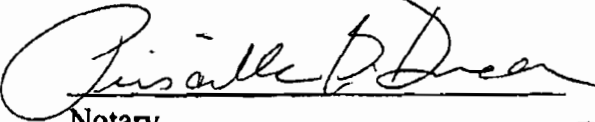

Notary
My Commission expires: 7-16-07

EXHIBIT 1

EXHIBIT

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As an employee of KFC, you have to read the information on this page and sign your name.

Agreement to Arbitrate

Because of, among other things, the delay and expense which result from the use of court systems, KFC and I agree to use confidential binding arbitration for any claim that arises between me and KFC, its parent and affiliated corporations, and/or any of their current or former officers, directors, agents, and employees. Such claims would include any claims concerning compensation, employment (including, but not limited to, any claims concerning sexual harassment), or termination of employment. I also agree, before using this arbitration process, (i) first, to present any such claims in full written detail to the KFC Human Resources Department; (ii) next, to pursue to completion any KFC internal review process; and (iii) finally, to pursue to completion any external administrative remedy (such as with the Equal Opportunity Commission). In any arbitration, the then prevailing rules of the American Arbitration Association (and, to the extent not inconsistent, the then prevailing rules of the Federal Arbitration Act) shall apply.

Amie Smith
(Sign your name here)

Receipt of Employee Handbook

This is to acknowledge that I have received a copy of the Employee Handbook. If I have any questions about the information, or guidelines contained in this handbook, I will call Human Resources at the phone number on the inside cover of my Employee Handbook.

Amie Smith
(Sign your name here)

Employee's Agreement Concerning Confidential Information

As a condition of employment by KFC USA, Inc., or its commonly owned affiliates ("KFC"), I agree as follows:

1. I will not disclose to anyone, other than officers or employees of KFC, either during or subsequent to my employment with KFC, any confidential information or materials relating to the business of KFC. For this purpose, confidential information or materials includes any information or materials not generally known or available to the public, and includes, without limitation, formulas, recipes, ingredients, preparation and cooking procedures, advertising/marketing plans, staffing plans and processes, planning and financial information, strategic plans, operating plans, suppliers, and equipment information. Upon the termination of my employment with KFC, I will immediately deliver to KFC all confidential information and materials I have relating to the business of KFC.

2. I hereby assign to KFC, without any additional compensation to me, exclusive ownership of all ideas I conceive during the period of my employment which relate in any way to the then existing or future business of KFC, together with all resulting tangible or intangible property and property rights, including, without limitation, all copyright, trademark, and patent rights. I agree to execute such documents as may be requested by KFC to further evidence this assignment.

Amie Smith
(Sign your name here)

**Sexual Harassment and Discrimination Policy**

I understand that KFC will not tolerate sexual harassment or discrimination. I agree not to sexually harass or discriminate against anyone.

If I am a victim of sexual harassment or discrimination, I understand that I am to call Human Resources immediately at the phone number listed on the inside cover of my Employee Handbook.

Amie Smith
(Sign your name here)

KFC Restaurant Cash and Security Guidelines For Management Trainees, Shift Supervisors, Assistant Unit Managers, and Restaurant General Managers.

(Print your name here)

have read and I understand the KFC Restaurant Cash and Security Guidelines, which will be discussed in my management training class. I also understand that I will be subject to these guidelines in cases of cash losses or violations of guidelines as specified in the Security sections of Volume 3 of the Standards Library, and that a breach of the KFC Restaurant Cash and Security Guidelines may result in corrective action up to and including termination of employment.

Amie Smith
(Sign your name here)

EXHIBIT

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IMPORTANT: Answer All Questions and Print Responses Clearly Using a Black or Blue Pen.
Hiring Manager Tear Along Perforation.

\$5.85

PLEASE TELL US ABOUT YOU

Last Name: Smith First Name: Aimee Preferred Name: Aimee

Current Address: 102 Smart St. City: Montgomery State: AL Zip: 36105 County: Montgomery Years There: _____

Most Recent Previous Address: _____ City: _____ State: _____ Zip: _____ County: _____ Years There: _____

Social Security Number: 417-13-2681 Telephone (Home): (334) 350-7452 Is This Your First Job? ☐ Yes ☒ No Are You 18 Or Older? ☒ Yes ☐ No

Fill In Circles Matching Your Social Security Number

3	0	0	-	0	0	-	0	0	0	0
1	0	1	-	0	1	-	0	1	0	0
2	3	2	-	3	1	-	0	2	2	0
3	0	1	-	0	0	-	0	3	1	0
0	0	0	-	0	0	-	0	0	0	0
2	3	3	-	0	1	-	1	0	3	0
3	1	0	-	1	0	-	0	0	0	0
2	1	0	-	2	2	-	2	0	2	0
0	1	0	-	0	0	-	1	0	0	0
0	0	0	-	0	0	-	0	0	0	0

Telephone (cell, digital): _____ e-Mail Address: _____

Do you have a Driver's License? ☐ Yes ☒ No

Driver's License #: _____ State: _____ Expiration Date: _____

How Did You Find Out About KFC?

☐ Referred by Friend ☒ Walked In ☐ Radio Ad

☐ Referred by KFC Employee ☐ Television Ad ☐ Newspaper Ad

☐ Banner / Sign ☐ Job Fair ☐ Internet

☐ Other: _____

WHAT WOULD YOU LIKE TO DO AT KFC?

Examples: Customer Service, Food Preparation, Delivery, Management, Office, Other

Customer Service

☐ Full Time ☐ Part Time Starting Wage Desired \$ _____ ☐ Hourly ☐ Annually

Write in Hours Available Each Day	Mon	Tues	Wed	Thur	Fri	Sat	Sun
From	open	in	open	in	open	open	after
To	open	school	open	school	open	open	2 pm

WHAT SCHOOLS HAVE YOU ATTENDED?

	Name, City, State	From	To	Diploma Or Degree Received
High School	Carver Senior High School 2001 W Fairview Mont, AL			Ohio & NY Applicants 07 Do Not Complete
College	ASH 915 S Jackson MONT, AL	00	02	
Other	Adm Taylor Rd. MONT, AL	02 Fall	current	

TWO MOST RECENT JOBS

Name Of Company And Address (including city and state) (If current employer, may we contact?) ☐ Yes ☒ No Telephone: _____ Supervisor Name: _____

5005 Coliseum Blvd Montgomery, AL 36110 Lion Drive (334) 271-6450 Kevin Conn

Dates Worked: From 02/01/05 To 02/01/05 What Did You Do? Cashier Last Salary/Wage \$ 0.00 ☒ Hourly ☐ Annually

Why Did You Leave? LEAVE OF ABSENCE Verification Signature & Date: _____

Name Of Company And Address (including city and state) (If current employer, may we contact?) ☐ Yes ☒ No Telephone: _____ Supervisor Name: _____

T.G.T. Fridays 3701 E. Old Mont, AL 36107 (334) 215-1855 Dorius Brown

Dates Worked: From 01/01/05 To 02/01/05 What Did You Do? waitress, run food, fix drinks set up for punch. Last Salary/Wage \$ 3.13 ☒ Hourly ☐ Annually

Why Did You Leave? another job Verification Signature & Date: _____

EMERGENCY CONTACT INFORMATION

Emergency Contact Name: Mr. Aimee Fells Relationship: mother Telephone: (334) 350-7452 Address: 102 Smart St.

Complete the following if you have worked for KFC before, or previously applied for work at KFC.

Hired? ☐ Yes ☒ No If Hired, Dates Of Employment: From: _____ To: _____ Location (City, State): _____

KFC provides equal employment opportunities without regard to race, sex, age, national origin, citizenship, religion, disability, sexual orientation, or veteran status, and will make reasonable accommodations for disabled applicants and qualified new hires.

WHO ELSE CAN TELL US ABOUT YOU?			
Name	Relationship	City, State	Telephone
Paula Williams	friend	Murk, AL	Home: (334) 242-2452 Work: ()
Thomas Farrell	friend	Murk, AL	Home: () Work: (334) 244-3030
Edwin Brooks	friend	Tuskegee, AL	Home: (334) 227-2243 Work: ()

OTHER INFORMATION ABOUT YOU

1. ☐ Yes ☒ No Within the last 7 years, have you been convicted of, or released from jail or prison for, a crime involving violence, sex, minors, theft, property damage, or drugs? *

*Crimes include felonies, misdemeanors, and other violations of the law. Massachusetts residents, do not respond "yes" for misdemeanor convictions more than 5 years old, or first misdemeanor convictions for simple assault or disturbance of the peace; Nevada residents, do not respond "yes" for misdemeanor convictions which did not result in imprisonment.

2. ☐ Yes ☒ No Are you currently charged with a crime involving violence, sex, minors, theft, property damage, or drugs? *

3. ☐ Yes ☒ No If you are not applying for a Delivery Driver position answer No to this question. If you are applying for a Delivery Driver position, have you had more than one moving violation / ticket within the last 12 months, or been convicted of, or released from prison for, driving under the influence of drugs or alcohol within the last 7 years?

Conviction of a crime will not necessarily disqualify you from consideration for employment and will be considered only as it relates to the job in question.

AGREEMENT

Nature of My Employment. If I work for KFC, I agree that I will be an at will employee, which means that either I or KFC may end my employment at any time, with or without cause or notice. I agree that no written materials or verbal statements by KFC will constitute an express or implied contract of employment, and that this at will relationship could only be modified in writing identifying me by name and signed by the Chief Officer of KFC. I agree that I will treat confidentially all information I will learn in the course of my employment with KFC.

My Participation in KFC's Drug Free Environment. I am not a current user of illegal drugs, and I agree I will never work under the influence of drugs or alcohol. I agree to submit to any lawful test for illegal use of drugs, or working under the influence of alcohol. I agree that KFC may refuse to hire me, or may terminate my employment, if I fail, or refuse to submit to, such a test at any time.

My Records and References. There is nothing in my background that would cause a risk to KFC's customers, employees, or property. I have not committed an act of violence, harassment or discrimination within the last 7 years. I authorize KFC to conduct reference checks, criminal and driving records checks, and other consumer report investigations, including personal interviews and other information relating to my character, general reputation and credit, personal characteristics and mode of living. I agree to sign such authorizations and/or disclosures as KFC requests from time to time concerning such background checks and investigations, and that KFC may refuse to hire me, or may terminate my employment, if I refuse to immediately sign any such form upon request. I release all parties from any liability from providing such information to KFC. Upon written request, additional information about investigation(s) will be provided.

The information I have given on this application is true and complete. I agree to promptly notify KFC if I am later charged with or convicted of a crime or (if I am a delivery driver) a driving offense. I agree that any false information or omission allows KFC to refuse to hire me, or to terminate my employment. I agree that a photocopy or imaged copy of this signed agreement will be as valid and enforceable as the original.

ARBITRATION OF EMPLOYEE RIGHTS

Because of the delay and expense of the court systems, KFC and I agree to use confidential binding arbitration for any claims that arise between me and KFC, its related companies, and/or their current or former employees. Such claims would include any concerning compensation, employment (including, but not limited to any claims concerning sexual harassment), or termination of employment. Before arbitration, I agree: (i) first, to present any such claims in full written detail to KFC; (ii) next, to complete any KFC internal review process; and (iii) finally, to complete any external administrative remedy (such as with the Equal Employment Opportunity Commission). In any arbitration, the then prevailing rules of the American Arbitration Association (and, to the extent not inconsistent, the then prevailing rules of the Federal Arbitration Act) will apply.

Applicant's Signature Arnold Smith Date 3/5/03

INFORMATION FOR MARYLAND RESIDENTS

UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND ANY APPLICANT FOR EMPLOYMENT OR PROSPECTIVE EMPLOYMENT OR ANY EMPLOYEE TO SUBMIT TO OR TAKE A POLYGRAPH, LIE DETECTOR, OR SIMILAR TEST OR EXAMINATION AS A CONDITION OF EMPLOYMENT OR CONTINUED EMPLOYMENT. ANY EMPLOYER WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT TO EXCEED \$100.

I have read and understand the foregoing notice concerning my rights under Maryland law with respect to polygraph tests.

Applicant's Signature: _____

KFC USE ONLY	Signature of Hiring Manager	Store ID #	Date	Initial after verifying docs proving age of person under 18	Mgr Initials
→					